

**GENERAL AGREEMENT
FOR TECHNICAL COOPERATION
BETWEEN
THE GOVERNMENT OF THE UNITED STATES OF AMERICA
AND
THE GOVERNMENT OF GUATEMALA**

The Government of the United States of America and the Government of Guatemala.

CONSIDERING

That the peoples of the United States and of Guatemala have a common interest in economic and social progress and that their cooperative efforts to exchange technical knowledge and skills will assist in achieving that objective, and

CONSIDERING

That the interchange of technical knowledge and skills will strengthen the mutual security of both peoples, and develop their resources in the interest of maintaining their security and independence, and

CONSIDERING

That the Government of the United States and the Government of Guatemala have agreed to join in promoting international understanding and good will and in maintaining world peace, and to undertake such action as they may mutually agree upon to eliminate causes for international tension.

HAVE AGREED AS FOLLOWS:

ARTICLE I. TECHNICAL COOPERATION PROGRAMS AND PROJECTS

1.The Government of the United States and the Government of Guatemala undertake to cooperate with each other in the interchange of technical knowledge and skills and in related activities designed to contribute to the balanced and integrated development of the economic resources and productive capacities of Guatemala. The obligations of the Government of the United States in connection with the activities conducted pursuant to this Agreement shall be carried out by such agency or agencies as that Government may designate for that purpose.

2.The Government of the United States will make available a group of technicians and specialists to collaborate in carrying out the activities that may be conducted pursuant to this Agreement. The size and composition of this group shall be determined by the Government of the United States after consultation with appropriate representatives of the Government of Guatemala. The Government of the United States may constitute this group as a mission which shall bear such title as the Government of the United States may designate and which may be headed by an official who shall be selected and assigned by, and whose title shall be designated by, the Government of the United States. The head and other personnel of this group shall be selected

and assigned by the Government of the United States but shall be subject to acceptance by the Government of Guatemala.

3. Particular technical cooperation programs and projects will be carried out pursuant to the provisions of such separate written agreements or understandings as may later be executed by the appropriate representative of the agency designated by the Government of the United States pursuant to paragraph 1 above, on behalf of such agency, and by the head of the appropriate ministry or agency of the Government of Guatemala, on behalf of such agency. The two Governments may authorize other appropriate representatives to execute such program and project agreements. These agreements may establish such administrative arrangements and agencies, and may make provision for such contributions on behalf of the two Governments, as may be necessary and consistent with the laws of the two countries. Program and project agreements may include provisions relating to policies, administrative procedures, the disbursements of and accounting for funds, the contributions of each party to the cost of the program or project, the furnishing of detailed information of the character described in Article II, paragraph 1 hereof, and such other matters as may be considered appropriate.

4. The Government of Guatemala through its duly designated representatives, in cooperation with duly designated representatives of the United States and with representatives of appropriate international organizations, will endeavor to coordinate and integrate all technical cooperation programs which may be carried on in Guatemala.

5. The Government of Guatemala will cooperate in the mutual exchange of technical knowledge and skills with other countries participating in technical cooperation programs associated with that carried on under this Agreement.

6. The Government of Guatemala will endeavor to make effective use of the results of technical projects carried on in Guatemala in cooperation with the United States of America.

7. The Government of Guatemala agrees to bear a fair share of the cost of technical cooperation programs and projects.

8. The two Governments will, upon the request of either of them, consult with regard to any matter relating to the application of this Agreement to project agreements heretofore or hereafter concluded between them, or to operations or arrangements carried out pursuant to such agreements.

ARTICLE II. INFORMATION AND PUBLICITY

1. The Government of Guatemala will communicate to the Government of the United States of America in a form and at intervals to be mutually agreed upon:

a. Information concerning projects, programs, measures and operations carried on under this Agreement, including a statement of the use of funds, materials, equipment, and services provided thereunder;

b. Information regarding technical assistance which has been or is being requested of other countries or of international organizations.

2. Not less frequently than once a year, the Governments of the United States of America and of Guatemala will make public in their respective countries periodic reports on the technical cooperation programs carried on pursuant to this Agreement. Such reports shall include information as to the use of funds, materials, equipment and services.

3. The Government of the United States of America and of Guatemala will endeavor to give full publicity to the objectives and progress of the technical cooperation program carried on under this Agreement.

ARTICLE III. RIGHTS AND EXEMPTIONS

1. Any supplies, materials, equipment or funds introduced into Guatemala by the Government of the United States of America for purposes of any program or project conducted pursuant to this Agreement shall be admitted into Guatemala free of any customs duties and import taxes and shall be exempt from any other taxes, service charges investment of deposit requirements, and currency controls.

2. All personnel of the Government of the United States of America, whether employed directly by it or under contract with a public or private organization, who are present in Guatemala to perform work for the cooperative program, and whose entrance into the country has been approved by the Government of Guatemala under paragraph 2 of Article I hereof, shall be exempt from income and social security taxes levied under the laws of Guatemala with respect to income upon which they are obligated to pay income or social security taxes to the Government of the United States of America, from property taxes on personal property intended for their own use, and except as may be otherwise agreed by the two parties, from the payment of any tariff or duty upon personal or household goods brought into the country for the personal use of themselves and members of their families, and from the payment of any other taxes or duties from which member of the Diplomatic Corps are now or in the future may become exempt.

3. With the purpose of furthering the cooperative activities, the Guatemalan Government will establish a special system to facilitate the customs clearance of goods referred to in paragraphs 1 and 2 of this article.

ARTICLE IV. EXCHANGE AND PROTECTION OF UNITED STATES FUNDS

1. Funds introduced into Guatemala by the Government of the United States for purposes of this agreement may be converted into quetzales at the highest rate of quetzales to dollars which, at the time the conversion is made, is not unlawful.

2. The two Governments will establish procedures whereby the Government of Guatemala will so deposit, segregate or assure title to all funds allocated to or derived from any United States aid program that such funds shall not be subject to garnishment, attachment, seizure or other legal process by any person, firm, agency, corporation, organization or government, when the Government of Guatemala is advised by the Government of the United States that such legal process would interfere with the attainment of the objectives of the program.

ARTICLE V. ENTRY INTO FORCE AND DURATION

USAID-Guatemala Framework Bilateral Agreement

1.This Agreement shall enter into force on the date on which it is signed. It shall remain in force until 90 days after either Government shall have given notice in writing to the other of intention to terminate the Agreement.

2.If, during the life of this Agreement, either Government should consider that there should be an amendment thereof, it shall so notify the other Government in writing and the two Governments will thereupon consult with a view to agreeing upon the amendment.

3.Subsidiary program and project agreements and other agreements and arrangements which have been concluded or may be concluded may remain in force beyond any termination of this Agreement, in accordance with such arrangements as the two Governments may make.

4.This Agreement shall be applicable to all technical cooperation activities now being conducted between the Government of the United States of America and the Government of Guatemala, and to all such activities which may subsequently be initiated; it being understood that this Agreement is complementary to and does not supersede existing agreements between the two Governments except insofar as such existing agreements may be inconsistent herewith.

DONE in duplicate, in the English and Spanish languages, at Guatemala City this first day of September 1954.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA

JOHN E. PEURIFOY

Ambassador of the Unites States of America

FOR THE GOVERNMENT OF GUATEMALA

C Salazar

Minister of Foreign Affairs

Signed at Guatemala September 1, 1954;
entered into force September 1, 1954
5 UST 2010, TIAS 3068, 199 UNTS 51.